



W-32-
RECORDATION NO. FILE 1428

The Ohio River Company
1400-580 Building
Post Office Box 1460
Cincinnati, Ohio 45201
(513) 721 4000

APR 7 1988 12 20 PM

INTERSTATE COMMERCE COMMISSION

April 7, 1988

8 098A012

HAND DELIVERED

W-32-A
RECORDATION NO. FILE 1428

No. APR 08 1988

Date

Fee \$ 13.00

Secretary
Interstate Commerce Commission
Washington, D.C. 20423

APR 7 1988 12 20 PM
INTERSTATE COMMERCE COMMISSION ICC Washington, D.C.

Dear Sir:

This letter of transmittal, submitted pursuant to Part 1177 of Chapter X of Title 49 of the Code of Federal Regulations, forwards an original and two fully executed and acknowledged counterparts of two separate instruments for recordation under the Interstate Commerce Act, as amended (49 U.S.C. § 11303). These instruments relate to vessels intended for use in interstate commerce by The Ohio River Company which is a carrier subject to the jurisdiction of the Interstate Commerce Act.

The first instrument herewith submitted for recordation, duly acknowledged, is a Charter Agreement, dated as of April 1, 1988, (the "Charter"), covering 309 barges and two towboats leased to The Ohio River Company, having St. Louis or Philadelphia as their home port (as indicated below), and more specifically described on Exhibit A attached hereto.

The names and addresses of the parties to the Charter are as follows:

<u>Owner:</u> (lessor)	Midland Enterprises Inc. 1400 580 Building Cincinnati, OH 45202
<u>Charterer:</u> (lessee)	The Ohio River Company 1400 580 Building Cincinnati, OH 45202

The second instrument herewith submitted for recordation, duly acknowledged, is the Assignment, dated as of April 1, 1988, assigning moneys due from, and rights against, the Charterer under the Charter. We request that this Assignment be cross-indexed. The names and addresses of the parties to the Assignment are as follows:

APR 8 12 34 PM '88
RECEIVED

100 21105 07
100 21105 07

Paul M. Brown
C. Dunlap

Owner: Midland Enterprises Inc.
1400 580 Building
Cincinnati, OH 45202

Charterer: The Ohio River Company
1400 580 Building
Cincinnati, OH 45202

Assignee: Shawmut Bank, N.A.
One Federal Street
Boston, MA 02211

Also enclosed is the Owner's certified check for \$10.00 to cover the cost of recording the two instruments.

Please return the original of each of the two enclosed instruments and any extra copies not needed by the Commission for recordation, after recordation, to our attorney, Donald B. Dorwart, Esq., Thompson & Mitchell, One Mercantile Center, St. Louis, Missouri 63101. Should you have any questions regarding this matter, please contact Mr. Dorwart at (314) 231-7676.

A short summary of the documents enclosed, to appear in the index, follows:

1. Charter Agreement, between Midland Enterprises Inc., 1400 580 Building, Cincinnati, Ohio 45202, as owner, and The Ohio River Company, 1400 580 Building, Cincinnati, Ohio 45202, as charterer, dated as of April 1, 1988, covering the following two towboats: M/V Tom Talbert (Official No. 536790) and M/V Herman Pott (Official No. 545079); and the following 309 barges: OR 3573 through OR 3580, inclusive (Official Nos. 568922 through 568929, inclusive); OR 3601 through OR 3630, inclusive (Official Nos. 568930 through 568959, inclusive); OR 3631 through OR 3650, inclusive (Official Nos. 581538 through 581557, inclusive); OR 3651 through OR 3675, inclusive (Official Nos. 593701 through 593725, inclusive); OR 3676 through OR 3700, inclusive (Official Nos. 602751 through 602775, inclusive); OR 3701 through 3725, inclusive (Official Nos. 610304 through 610328, inclusive); OR 3771 through OR 3777, inclusive (Official Nos. 628426 through 628432, inclusive); OR 8595 (Official No. 568863); OR 8596 (Official No. 568864); OR 8597 (Official No. 570459); OR 8598 (Official No. 570460); OR 8601 through OR 8637 (Official Nos. 572133 through 572169, inclusive); OR 8640 (Official No. 572172); OR 8651 through OR 8668 (Official Nos. 570461 through 570478, inclusive); OR 8669 through OR 8672, inclusive (Official Nos. 576204 through 576207, inclusive); OR 8701 through OR 8710, inclusive (Official No. 576208 through 576217, inclusive); OR 8711 through OR 8726, inclusive (Official No. 579746 through

579761, inclusive); OR 8727 through OR 8741, inclusive (Official Nos. 589047 through 589060, inclusive); OR 8741 (Official No. 589761); OR 8801 through OR 8804, inclusive (Official Nos. 579762 through 579765, inclusive); OR 8805 through OR 8828, inclusive (Official Nos. 581558 through 581581, inclusive); OT 410B through OT 413B, inclusive (Official Nos. 523664 through 523667, inclusive); OT 414B (Official No. 524731); OT 416B through OT 418B, inclusive (Official Nos. 524733 through 524735, inclusive); T 13001B (Official No. 544354); T 13020B (Official No. 544373); OR 8829 through OR 8854, inclusive (Official Nos. 581582 through 581607, inclusive).

2. Assignment between Midland Enterprises Inc., 1400 580 Building, Cincinnati, Ohio 45202, Assignor, and Shawmut Bank, N.A., One Federal Street, Boston, Massachusetts 02211, Assignee, dated as of April 1, 1988 and connected to the foregoing Charter Agreement.

I hereby certify that I have knowledge of the matters herein set forth.

This letter is being hand delivered. Please stamp the enclosed copy acknowledging receipt and return it to the person delivering the same.

Very truly yours,

THE OHIO RIVER COMPANY

By


Vice President

EXHIBIT A

<u>Name</u>	<u>Official No.</u>	<u>Home Port</u>
1. <u>Towboats -- River</u>		
TOM TALBERT	536790	St. Louis, MO
HERMAN POTT	545079	St. Louis, MO
2. <u>Dry Cargo Barges (without covers)</u>		
OR 3573	568922	St. Louis, MO
OR 3574	568923	St. Louis, MO
OR 3575	568924	St. Louis, MO
OR 3576	568925	St. Louis, MO
OR 3577	568926	St. Louis, MO
OR 3578	568927	St. Louis, MO
OR 3579	568928	St. Louis, MO
OR 3580	568929	St. Louis, MO
OR 3601	568930	St. Louis, MO
OR 3602	568931	St. Louis, MO
OR 3603	568932	St. Louis, MO
OR 3604	568933	St. Louis, MO
OR 3605	568934	St. Louis, MO
OR 3606	568935	St. Louis, MO
OR 3607	568936	St. Louis, MO
OR 3608	568937	St. Louis, MO
OR 3609	568938	St. Louis, MO
OR 3610	568939	St. Louis, MO
OR 3611	568940	St. Louis, MO
OR 3612	568941	St. Louis, MO
OR 3613	568942	St. Louis, MO
OR 3614	568943	St. Louis, MO
OR 3615	568944	St. Louis, MO
OR 3616	568945	St. Louis, MO
OR 3617	568946	St. Louis, MO
OR 3618	568947	St. Louis, MO
OR 3619	568948	St. Louis, MO
OR 3620	568949	St. Louis, MO
OR 3621	568950	St. Louis, MO
OR 3622	568951	St. Louis, MO
OR 3623	568952	St. Louis, MO
OR 3624	568953	St. Louis, MO
OR 3625	568954	St. Louis, MO
OR 3626	568955	St. Louis, MO
OR 3627	568956	St. Louis, MO
OR 3628	568957	St. Louis, MO
OR 3629	568958	St. Louis, MO
OR 3630	568959	St. Louis, MO
OR 3631	581538	St. Louis, MO
OR 3632	581539	St. Louis, MO

<u>Name</u>	<u>Official No.</u>	<u>Home Port</u>
OR 3633	581540	St. Louis, MO
OR 3634	581541	St. Louis, MO
OR 3635	581542	St. Louis, MO
OR 3636	581543	St. Louis, MO
OR 3637	581544	St. Louis, MO
OR 3638	581545	St. Louis, MO
OR 3639	581546	St. Louis, MO
OR 3640	581547	St. Louis, MO
OR 3641	581548	St. Louis, MO
OR 3642	581549	St. Louis, MO
OR 3643	581550	St. Louis, MO
OR 3644	581551	St. Louis, MO
OR 3645	581552	St. Louis, MO
OR 3646	581553	St. Louis, MO
OR 3647	581554	St. Louis, MO
OR 3648	581555	St. Louis, MO
OR 3649	581556	St. Louis, MO
OR 3650	581557	St. Louis, MO
OR 3651	593701	St. Louis, MO
OR 3652	593702	St. Louis, MO
OR 3653	593703	St. Louis, MO
OR 3654	593704	St. Louis, MO
OR 3655	593705	St. Louis, MO
OR 3656	593706	St. Louis, MO
OR 3657	593707	St. Louis, MO
OR 3658	593708	St. Louis, MO
OR 3659	593709	St. Louis, MO
OR 3660	593710	St. Louis, MO
OR 3661	593711	St. Louis, MO
OR 3662	593712	St. Louis, MO
OR 3663	593713	St. Louis, MO
OR 3664	593714	St. Louis, MO
OR 3665	593715	St. Louis, MO
OR 3666	593716	St. Louis, MO
OR 3667	593717	St. Louis, MO
OR 3668	593718	St. Louis, MO
OR 3669	593719	St. Louis, MO
OR 3670	593720	St. Louis, MO
OR 3671	593721	St. Louis, MO
OR 3672	593722	St. Louis, MO
OR 3673	593723	St. Louis, MO
OR 3674	593724	St. Louis, MO
OR 3675	593725	St. Louis, MO
OR 3676	602751	St. Louis, MO
OR 3677	605752	St. Louis, MO
OR 3678	602753	St. Louis, MO
OR 3679	602754	St. Louis, MO
OR 3680	602755	St. Louis, MO
OR 3681	602756	St. Louis, MO
OR 3682	602757	St. Louis, MO
OR 3683	602758	St. Louis, MO

<u>Name</u>	<u>Official No.</u>	<u>Home Port</u>
OR 3684	602759	St. Louis, MO
OR 3685	602760	St. Louis, MO
OR 3686	602761	St. Louis, MO
OR 3687	602762	St. Louis, MO
OR 3688	602763	St. Louis, MO
OR 3689	602764	St. Louis, MO
OR 3690	602765	St. Louis, MO
OR 3691	602766	St. Louis, MO
OR 3692	602767	St. Louis, MO
OR 3693	602768	St. Louis, MO
OR 3694	602769	St. Louis, MO
OR 3695	602770	St. Louis, MO
OR 3696	602771	St. Louis, MO
OR 3697	602772	St. Louis, MO
OR 3698	602773	St. Louis, MO
OR 3699	602774	St. Louis, MO
OR 3700	602775	St. Louis, MO
OR 3701	610304	St. Louis, MO
OR 3702	610305	St. Louis, MO
OR 3703	610306	St. Louis, MO
OR 3704	610307	St. Louis, MO
OR 3705	610308	St. Louis, MO
OR 3706	610309	St. Louis, MO
OR 3707	610310	St. Louis, MO
OR 3708	610311	St. Louis, MO
OR 3709	610312	St. Louis, MO
OR 3710	610313	St. Louis, MO
OR 3711	610314	St. Louis, MO
OR 3712	610315	St. Louis, MO
OR 3713	610316	St. Louis, MO
OR 3714	610317	St. Louis, MO
OR 3715	610318	St. Louis, MO
OR 3716	610319	St. Louis, MO
OR 3717	610320	St. Louis, MO
OR 3718	610321	St. Louis, MO
OR 3719	610322	St. Louis, MO
OR 3720	610323	St. Louis, MO
OR 3721	610324	St. Louis, MO
OR 3722	610325	St. Louis, MO
OR 3723	610326	St. Louis, MO
OR 3724	610327	St. Louis, MO
OR 3725	610328	St. Louis, MO
OR 3771	628426	St. Louis, MO
OR 3772	628427	St. Louis, MO
OR 3773	628428	St. Louis, MO
OR 3774	628429	St. Louis, MO
OR 3775	628430	St. Louis, MO
OR 3776	628431	St. Louis, MO
OR 3777	628432	St. Louis, MO
OR 8595	568863	St. Louis, MO
OR 8596	568864	St. Louis, MO

<u>Name</u>	<u>Official No.</u>	<u>Home Port</u>
OR 8597	570459	St. Louis, MO
OR 8598	570460	St. Louis, MO
OR 8601	572133	St. Louis, MO
OR 8602	572134	St. Louis, MO
OR 8603	572135	St. Louis, MO
OR 8604	572136	St. Louis, MO
OR 8605	572137	St. Louis, MO
OR 8606	572138	St. Louis, MO
OR 8607	572139	St. Louis, MO
OR 8608	572140	St. Louis, MO
OR 8609	572141	St. Louis, MO
OR 8610	572142	St. Louis, MO
OR 8611	572143	St. Louis, MO
OR 8612	572144	St. Louis, MO
OR 8613	572145	St. Louis, MO
OR 8614	572146	St. Louis, MO
OR 8615	572147	St. Louis, MO
OR 8616	572148	St. Louis, MO
OR 8617	572149	St. Louis, MO
OR 8618	572150	St. Louis, MO
OR 8619	572151	St. Louis, MO
OR 8620	572152	St. Louis, MO
OR 8621	572153	St. Louis, MO
OR 8622	572154	St. Louis, MO
OR 8623	572155	St. Louis, MO
OR 8624	572156	St. Louis, MO
OR 8625	572157	St. Louis, MO
OR 8626	572158	St. Louis, MO
OR 8627	572159	St. Louis, MO
OR 8628	572160	St. Louis, MO
OR 8629	572161	St. Louis, MO
OR 8630	572162	St. Louis, MO
OR 8631	572163	St. Louis, MO
OR 8632	572164	St. Louis, MO
OR 8633	572165	St. Louis, MO
OR 8634	572166	St. Louis, MO
OR 8635	572167	St. Louis, MO
OR 8636	572168	St. Louis, MO
OR 8637	572169	St. Louis, MO
OR 8640	572172	St. Louis, MO
OR 8651	570461	St. Louis, MO
OR 8652	570462	St. Louis, MO
OR 8653	570463	St. Louis, MO
OR 8654	570464	St. Louis, MO
OR 8655	570465	St. Louis, MO
OR 8656	570466	St. Louis, MO
OR 8657	570467	St. Louis, MO
OR 8658	570468	St. Louis, MO
OR 8659	570469	St. Louis, MO
OR 8660	570470	St. Louis, MO
OR 8661	570471	St. Louis, MO

<u>Name</u>	<u>Official No.</u>	<u>Home Port</u>
OR 8662	570472	St. Louis, MO
OR 8663	570473	St. Louis, MO
OR 8664	570474	St. Louis, MO
OR 8665	570475	St. Louis, MO
OR 8666	570476	St. Louis, MO
OR 8667	570477	St. Louis, MO
OR 8668	570478	St. Louis, MO
OR 8669	576204	St. Louis, MO
OR 8670	576205	St. Louis, MO
OR 8671	576206	St. Louis, MO
OR 8672	576207	St. Louis, MO
OR 8701	576208	St. Louis, MO
OR 8702	576209	St. Louis, MO
OR 8703	576210	St. Louis, MO
OR 8704	576211	St. Louis, MO
OR 8705	576212	St. Louis, MO
OR 8706	576213	St. Louis, MO
OR 8707	576214	St. Louis, MO
OR 8708	576215	St. Louis, MO
OR 8709	576216	St. Louis, MO
OR 8710	576217	St. Louis, MO
OR 8711	579746	St. Louis, MO
OR 8712	579747	St. Louis, MO
OR 8713	579748	St. Louis, MO
OR 8714	579749	St. Louis, MO
OR 8715	579750	St. Louis, MO
OR 8716	579751	St. Louis, MO
OR 8717	579752	St. Louis, MO
OR 8718	579753	St. Louis, MO
OR 8719	579754	St. Louis, MO
OR 8720	579755	St. Louis, MO
OR 8721	579756	St. Louis, MO
OR 8722	579757	St. Louis, MO
OR 8723	579758	St. Louis, MO
OR 8724	579759	St. Louis, MO
OR 8725	579760	St. Louis, MO
OR 8726	579761	St. Louis, MO
OR 8727	589047	St. Louis, MO
OR 8728	589048	St. Louis, MO
OR 8729	589049	St. Louis, MO
OR 8730	589050	St. Louis, MO
OR 8731	589051	St. Louis, MO
OR 8732	589052	St. Louis, MO
OR 8733	589053	St. Louis, MO
OR 8734	589054	St. Louis, MO
OR 8735	589055	St. Louis, MO
OR 8736	589056	St. Louis, MO
OR 8737	589057	St. Louis, MO
OR 8738	589058	St. Louis, MO
OR 8739	589059	St. Louis, MO
OR 8740	589060	St. Louis, MO

<u>Name</u>	<u>Official No.</u>	<u>Home Port</u>
OR 8741	589761	St. Louis, MO
OR 8801	579762	St. Louis, MO
OR 8802	579763	St. Louis, MO
OR 8803	579764	St. Louis, MO
OR 8804	579765	St. Louis, MO
OR 8805	581558	St. Louis, MO
OR 8806	581559	St. Louis, MO
OR 8807	581560	St. Louis, MO
OR 8808	581561	St. Louis, MO
OR 8809	581562	St. Louis, MO
OR 8810	581563	St. Louis, MO
OR 8811	581564	St. Louis, MO
OR 8812	581565	St. Louis, MO
OR 8813	581566	St. Louis, MO
OR 8814	581567	St. Louis, MO
OR 8815	581568	St. Louis, MO
OR 8816	581569	St. Louis, MO
OR 8817	581570	St. Louis, MO
OR 8818	581571	St. Louis, MO
OR 8819	581572	St. Louis, MO
OR 8820	581573	St. Louis, MO
OR 8821	581574	St. Louis, MO
OR 8822	581575	St. Louis, MO
OR 8823	581576	St. Louis, MO
OR 8824	581577	St. Louis, MO
OR 8825	581578	St. Louis, MO
OR 8826	581579	St. Louis, MO
OR 8827	581580	St. Louis, MO
OR 8828	581581	St. Louis, MO
OR 8829	581582	Philadelphia, PA
OR 8830	581583	Philadelphia, PA
OR 8831	581584	Philadelphia, PA
OR 8832	581585	Philadelphia, PA
OR 8833	581586	Philadelphia, PA
OR 8834	581587	Philadelphia, PA
OR 8835	581588	Philadelphia, PA
OR 8836	581589	Philadelphia, PA
OR 8837	581590	Philadelphia, PA
OR 8838	581591	Philadelphia, PA
OR 8839	581592	Philadelphia, PA
OR 8840	581593	Philadelphia, PA
OR 8841	581594	Philadelphia, PA
OR 8842	581595	Philadelphia, PA
OR 8843	581596	Philadelphia, PA
OR 8844	581597	Philadelphia, PA
OR 8845	581598	Philadelphia, PA
OR 8846	581599	Philadelphia, PA
OR 8847	581600	Philadelphia, PA
OR 8848	581601	Philadelphia, PA
OR 8849	581602	Philadelphia, PA
OR 8850	581603	Philadelphia, PA

<u>Name</u>	<u>Official No.</u>	<u>Home Port</u>
OR 8851	581604	Philadelphia, PA
OR 8852	581605	Philadelphia, PA
OR 8853	581606	Philadelphia, PA
OR 8854	581607	Philadelphia, PA
OT 410B	523664	Philadelphia, PA
OT 411B	523665	Philadelphia, PA
OT 412B	523666	Philadelphia, PA
OT 413B	523667	Philadelphia, PA
OT 414B	524731	Philadelphia, PA
OT 416B	524733	Philadelphia, PA
OT 417B	524734	Philadelphia, PA
OT 418B	524735	Philadelphia, PA
T 13001B	544355	Philadelphia, PA
T 13020B	544373	Philadelphia, PA

Interstate Commerce Commission
Washington, D.C. 20423

4/7/88

OFFICE OF THE SECRETARY

The Ohio River Company
1400-580 Building
P.O.Box 1460
Cincinnati, Ohio 45201

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 4/7/88 at 12:20pm, and assigned recordation number(s). W-32 & W-32-A

Sincerely yours,

Nesta R. McGee
Secretary

Enclosure(s)

REGISTRATION NO. 7132 FIVE SEAS

APR 7 1988-12 20 PM

INTERSTATE COMMERCE COMMISSION

MIDLAND ENTERPRISES INC.,
OWNER

AND

THE OHIO RIVER COMPANY,
CHARTERER

Charter Agreement

Dated as of April 1, 1988

CERTAIN MONEYS DUE AND TO BECOME DUE UNDER THIS CHARTER AGREEMENT HAVE BEEN ASSIGNED TO SHAWMUT BANK, N.A., AS TRUSTEE UNDER AN INDENTURE OF FIRST PREFERRED SHIP MORTGAGE DATED AS OF APRIL 1, 1988.

CHARTER AGREEMENT dated as of April 1, 1988 (herein called the "Charter") between MIDLAND ENTERPRISES INC., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter called "Owner"), and THE OHIO RIVER COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of West Virginia (hereinafter called "Charterer").

WITNESSETH

WHEREAS, Charterer desires to charter the vessels described in Exhibit A annexed hereto, all of which are hereinafter collectively called "Vessels" and each of which is individually called "Vessel",

WHEREAS, Charterer advertised a request for bids for Vessels in the categories described in Exhibit A, and

WHEREAS, Owner's bid in each of said categories was accepted by Charterer;

NOW, THEREFORE, in consideration of the premises and of the charter hire to be paid and the covenants hereinafter mentioned to be kept and performed by Charterer, Owner hereby lets and demises and Charterer hereby charters the Vessels upon the following terms and conditions, namely

1 Owner will make delivery hereunder of the Vessels to Charterer, all in seaworthy condition, at such places as Owner and Charterer may agree upon for each Vessel, on the date of execution hereof, unless delivery shall be delayed beyond such date through causes beyond the control of Owner. Upon the delivery of each Vessel, Charterer shall execute and deliver to Owner, in triplicate, a Delivery Certificate in substantially the form annexed hereto as Exhibit B. Notwithstanding the failure of Charterer to execute and deliver such a Delivery Certificate, each Vessel, from and after the delivery thereof, shall for all purposes be deemed to be in the possession of Charterer and subject to all of the terms and conditions of this Charter.

2 The charter period for each Vessel chartered hereunder shall begin on the date hereof. The charter period for all Vessels shall terminate on April 1, 2008.

3 Charterer shall, at its own expense and by its own procurement, man, victual, navigate, operate, supply, fuel, maintain and repair each Vessel subject to this Charter and shall pay all other charges and expenses of every kind and nature whatsoever incident to the use and operation of the Vessels. Charterer shall at its own expense provide such equipment, outfit, tools, spare and replacement parts, etc., as may be required for the use and operation of the Vessels.

4 The charter hire under this Charter shall be \$3,646,675.00 in each year, \$1,823,337.50 payable by Charterer on or before October 1 of each of the years 1988 through 2007, and \$1,823,337.50 payable by Charterer on or before April 1 of each of the years 1989 through 2008 at the office of Owner, 1400 "580" Building, Cincinnati, Ohio, or at such other place or places as Owner shall hereafter designate in writing to Charterer.

5 No payments to be made by Charterer under this Charter shall, as to Owner or any assignee of Owner, be subject to any right of set-off, counterclaim or defense and Charterer shall, as to the Owner or any such assignee, have no right to terminate this Charter or be released, relieved or discharged from the obligation or liability to make all payments due hereunder for any reason whatsoever, including, without limitation, the following: any breach of any representation or warranty of, or any act or omission of, Owner under this Charter or any other agreement at any time existing between Owner and Charterer; any claims as a result of any other business dealings by Owner or by Charterer, any reorganization, arrangement, insolvency, readjustment of debt, bankruptcy, dissolution or liquidation proceedings involving Owner; any change, alteration, modification, extension, indulgence or other act or omission in respect of any indebtedness or obligation of the Owner, or any sale, exchange, release or surrender of, or other dealing in, any security for such indebtedness or obligation, whether or not Charterer shall have any notice or knowledge thereof, or otherwise.

6 Charterer agrees that during the continuance of this Charter, in addition to paying the charter hire herein provided, Charterer will, when due and payable from time to time, (a) pay and discharge all taxes, assessments and other governmental charges levied or assessed upon the interest of Charterer in the Vessels subject to this Charter or upon the use or operation thereof or on the earnings arising therefrom, (b) pay all fines and penalties lawfully imposed on any of the Vessels, (c) pay or reimburse Owner for all taxes, assessments and other governmental charges levied or assessed against Owner on account of its ownership of the Vessels or on account of the use or operation thereof or on account of the earnings arising therefrom (exclusive, however, of any such taxes on the income to Owner from the charter hire herein provided for) and (d) pay all lawful claims (except those arising under the Indenture defined below) which if unpaid might become a lien or charge upon the Vessels or any of them, *provided, however*, that Charterer may contest the validity or amount of any such tax, assessment, governmental charge, fine, penalty or claim if an adequate reserve for the payment thereof is established and if the Owner's interests or rights in or under this Charter shall in no way be prejudiced or impaired thereby. Nothing contained in this Section shall permit any *libel, attachment or other seizure of any of the Vessels under process or color of legal authority to remain undissolved or undischarged* or to modify or alter in any respect whatsoever the obligations of Charterer hereunder.

7 Charterer will not engage in any unlawful trade or violate any law or carry any cargo that will expose the Vessels or any of them to penalty, forfeiture or capture.

8 Charterer acknowledges that each of the Vessels chartered and to be chartered hereunder is or will be mortgaged under an Indenture of First Preferred Ship Mortgage to be dated as of April 1, 1988 made by Owner to Shawmut Bank, N A , as Trustee (said Indenture of First Preferred Ship Mortgage and any amendments or supplements thereto being herein called the "Indenture" and Shawmut Bank, N A., as Trustee, being hereinafter called the "Trustee"). Charterer will carry or cause to be carried on board each towboat and tugboat which may be chartered hereunder a true copy of this Charter and a properly certified copy of the Indenture, and will cause the same to be exhibited, together with the documents of such Vessel, to the extent required by the Ship Mortgage Act, 1920, as amended, to any and all persons having business with each such Vessel which might give rise to a lien thereon (other than liens for wages of the master and crew or salvage) or to any sale, conveyance, mortgage or lease thereof.

Charterer will, in the case of each such towboat and tugboat, place and keep prominently displayed in the Master's cabin and the wheelhouse thereof a notice in durable form as follows:

**"Notice of Preferred Mortgage
and Charter**

This vessel is owned by Midland Enterprises Inc., is covered by an Indenture of First Preferred Ship Mortgage to Shawmut Bank, N A , Trustee, under the Ship Mortgage Act, 1920 and is under charter to THE OHIO RIVER COMPANY. Under said mortgage and charter, neither owner, charterer, master nor any other person has any right, power or authority to create, incur or permit to be imposed upon this vessel, its hire, freights, earnings, revenues, profits and income, any lien other than for wages of the master and crew or salvage."

If a Vessel shall be released from the lien of the Indenture in accordance with its terms, such Vessel shall, contemporaneously with such release and without any further action by Owner and Charterer, be released from and no longer subject to the provisions of this Charter.

9. (a) Neither Charterer, the Master of any of the Vessels, nor any other person has or shall have any right, power or authority to create, incur or permit to be placed or imposed or continued upon any of the Vessels, its hire, freights, earnings, revenues, profits and income, any lien whatsoever other than liens for wages of the master and crew and salvage, the lien of the Indenture, and liens permitted by the terms and provisions of the Indenture.

(b) Charterer will not suffer or permit to continue any lien, encumbrance or charge (other than the lien of the Indenture and liens permitted by the terms and provisions thereof) on any of the Vessels, its hire, freights, earnings, revenues, profits and income, and Charterer agrees to indemnify and save Owner harmless

against any claim, including, without limitation, fines and penalties arising from violation of the laws of the United States of America or of any State thereof and any claim or suit on account of any accident in connection with the use or operation of any Vessel while subject to this Charter resulting in damage to property or injury to any person, notwithstanding that Charterer carries insurance in accordance with the provisions of this Charter Charterer will in due course and in any event within thirty (30) days after the same shall become due and payable pay or cause to be discharged or make adequate provision for the satisfaction or discharge of all claims or demands (except those arising under the Indenture) which if unpaid might in equity, in admiralty or at law, or pursuant to any statute, constitute or create a lien, encumbrance or charge on any of the Vessels or on its hire, freights, earnings, revenues, profits and income, or will cause the Vessels and the hire, freights, earnings, revenues, profits and income therefrom to be released and discharged from any lien, encumbrance or charge therefor

10 Charterer will, at its own expense, at all times maintain and preserve, or cause to be maintained and preserved, each of the Vessels in good running order and repair, ordinary wear and tear excepted, and will cause all equipment and parts thereof which become worn out, broken or damaged to be repaired or replaced Commencing in the year 1989, Charterer will furnish to Owner in triplicate on or before March 1 of each year a certificate of an engineer or other expert (who may be in the employ of Charterer) selected by Charterer and satisfactory to Owner to the effect that Charterer, as of a date not more than sixty (60) days preceding the date of such certificate, was not in default in compliance with the covenants contained in this Section Each of the Vessels shall, and Charterer covenants that each of them will, at all times comply with all applicable United States laws, treaties and conventions, and rules and regulations issued thereunder, and applicable state law, and shall have on board, when required thereby, valid certificates showing compliance therewith Nothing contained in this Section shall prevent Charterer from laying up any Vessel which, in the opinion of the officer of Charterer in charge of operations, it is advisable to lay up temporarily or indefinitely, but such action shall not abate or postpone the charter hire payable hereunder with respect to any such Vessel In addition to the foregoing certificates, Charterer will furnish to Owner in triplicate such reports with respect to the use, operation, maintenance and repair of the Vessels and other matters relating thereto as Owner shall from time to time reasonably request.

All parts, equipment and appliances purchased by Charterer and installed upon the Vessels and all replacements made upon the Vessels by Charterer shall be considered accessories to the Vessels and title thereto shall be immediately vested in Owner, without cost or expense to Owner

Charterer will keep all ocean-going Vessels in such condition as will entitle them to the highest classification and rating by the American Bureau of Shipping for vessels of the same age and type, and will furnish to the Owner on or before March 1 of each year, commencing in the year 1989, a certificate by such Bureau that such classification is maintained.

11 Owner or the Trustee shall be entitled, at the expense of Charterer, to inspect each of the Vessels and its cargo and marine documents, or to cause its duly authorized representatives to inspect the same, at any reasonable time or times upon written notice to Charterer At the request of Owner, Charterer will deliver for inspection copies of any and all contracts and documents relating to any of the Vessels, whether on board such Vessel or not

12 So long as any Vessel shall remain subject to the provisions of this Charter:

(a) Charterer, at its own expense, will cause insurance to be carried and maintained with respect to the Vessels with responsible underwriters, insurance companies or funds selected by Owner against all such risks, with such coverage, in such form, and in such amounts as, in the opinion of marine insurance brokers selected by Owner, is customarily maintained with respect to similar vessels by companies having similar operations. Each policy shall provide for at least 10 days' prior written notice by such underwriters, insurance companies or funds, as the case may be, to the Trustee in the event of termination thereof by reason of non-payment of premiums, commissions, assessments, club calls or advances or in accordance with any expressed rights of cancellation they may have

(b) Hull insurance and protection and indemnity insurance shall be carried at least in such amount as shall be specified by Owner. Such insurance shall be distributed among the Vessels in such manner

as may from time to time be specified by Owner and may provide for policy franchise or deductible average (i) with respect to hull insurance as is customarily maintained with respect to similar vessels by companies having similar operations, not to exceed \$1,000,000 with respect to all Vessels for loss or damage arising from one occurrence and (ii) with respect to protection and indemnity insurance as is customarily maintained with respect to similar vessels by companies having similar operations

(c) In no event shall tower's liability on any Vessel which is a towboat or tugboat be in an amount less than the amount of hull insurance on said Vessel.

(d) In no event shall employer's liability insurance be less than \$100,000 per person and \$300,000 per accident nor workmen's compensation insurance be less than may be required under all applicable Federal and state laws

(e) Charterer at its own expense shall keep each of the Vessels insured against war risks under such form of policy as may be in general use by underwriters of such insurance at the time (or under or through contracts made with any government), if reasonably available, during any voyage that any such Vessel may make in any waters where war-like operations (other than peacetime military maneuvers or activities) are being conducted

(f) The policies, binders, covernotes or certificates evidencing insurance maintained in compliance with this Section and receipts for payment of the premiums thereon shall be delivered to Owner

(g) Charterer shall furnish to Owner, from time to time upon request and in any event on or before June 1 of each year, commencing with the year 1989, a certificate of marine insurance brokers selected by Owner which shall include (i) a schedule of the insurance maintained by Charterer, (ii) a statement that in the opinion of said brokers the insurance so maintained is with acceptable underwriters, insurance companies or funds and is against such risks, with such coverage, in such form, and in such amounts as is customarily maintained with respect to similar vessels by companies having similar operations, and (iii) a statement that there was no failure to observe or comply with any of the covenants contained in subsections (a), (b), (c), (d), (e) and (i) of this Section as of a date not more than thirty (30) days preceding the date of such certificate

(h) Charterer will not do or suffer or permit to be done any act whereby any insurance is or may be impaired, suspended or defeated and will not suffer or permit any of the Vessels to engage in any voyage or to carry any cargo not permitted to be carried under the policies of insurance then in effect without first covering the Vessel or Vessels for such voyage with insurance in nature, amount and terms approved by marine insurance brokers selected by the Owner

(i) All insurance whatsoever carried with respect to the Vessels (except workmen's compensation insurance and liability insurance other than protection and indemnity insurance and collision liability insurance), whether in compliance with the terms hereof or as additional protection for the Charterer, by its terms shall be payable, and claims thereunder shall be paid, to the extent permitted by applicable law, to the Owner or its designee, *provided, however*, that, except during the continuance of an Event of Default (as defined in Section 19 hereof) of which the Owner shall have acquired knowledge and the underwriters shall have received written notice, (1) in the case of any partial loss (except a loss covered either by protection and indemnity insurance or by collision liability insurance) for which the insurance carrier shall be required to pay an amount not exceeding \$10,000 in aggregate amount, the underwriters may pay direct for repairs, salvage or other charges or, if the Charterer or any sub-charterer shall have furnished evidence that it has in fact paid for the full repair of the damage or secured complete discharge of its liability for salvage or other charges insured against, then the underwriters may reimburse the Charterer and any such sub-charterer therefor, as their interests may appear; (2) in the case of any partial loss (except a loss covered either by protection and indemnity insurance or by collision liability insurance) for which the insurance carrier shall be required to pay an amount exceeding \$10,000 in aggregate amount, other than an actual, constructive or agreed total loss, the Owner shall consent that the underwriters may pay direct for repairs, salvage or other charges or, if the Charterer or any sub-charterer shall have furnished evidence that it has in fact paid for the full repair of the damage or secured complete discharge of its liability for salvage or other charges insured against, shall consent that the underwriters reimburse the Charterer and any such sub-charterer therefor, as their interests may appear, and (3) in

the case of any loss covered by protection and indemnity insurance or by collision liability insurance, the underwriters may pay direct to the Charterer or any sub-charterer to reimburse it for any loss, damage or expense incurred and in fact paid by it or, if the Charterer or any sub-charterer shall not have in fact paid such loss, damage or expense, then such claims may be paid direct to the party to whom any such liability has been incurred

(j) In the event of the actual, constructive or agreed total loss of any Vessel during the term of this Charter, Charterer's obligation to pay hire shall continue as provided by Section 4 hereof, but Charterer shall thereupon become entitled to insurance proceeds paid over to Owner by the Trustee pursuant to the Indenture to the extent necessary to reimburse Charterer for the payment of hire hereunder with respect to such Vessel, *computed in accordance with a schedule previously delivered to Charterer, until* such time as Owner shall replace such Vessel if Owner shall elect so to do, but Owner shall have no further liability to Charterer with respect to any such loss. Owner undertakes to do all things necessary and appropriate to effectuate the collection of such insurance proceeds

(k) If to the knowledge of Owner an Event of Default or an event which, with the lapse of time or the giving of notice or both, would constitute an Event of Default, has happened and is continuing, any and all moneys received by Owner and/or its designee or designees on account of insurance losses of every kind shall be held by such party and applied in the same manner as if paid by the Charterer pursuant to Section 4 hereof: *provided, however*, that Owner may, in its discretion, apply or consent that the brokers or adjusters may apply the proceeds of insurance, except payments as and for an actual, constructive or agreed total loss, to the satisfaction and discharge of the liability or to the repair of the damage in respect of which the insurance loss was paid

(l) In the event that any Vessel shall be seized under process, Owner is authorized, if Charterer shall in writing so request, to agree in writing with any person, firm or corporation executing as surety a bond releasing the Vessel from such process to hold for the benefit of such surety any insurance moneys received by Owner as a result of the event upon which such process was issued, as security for indemnification of such surety against liability upon said bond

13 Charterer will furnish Owner in triplicate within ninety (90) days after the end of each fiscal year of Charterer a balance sheet and statements of income, changes in financial position, retained earnings and capital in excess of par value of Charterer for such fiscal year.

14 Charterer shall throughout the period of this Charter maintain the documentation of the Vessels under the laws of the United States at Charterer's expense. Charterer shall not permit the Vessels to be put, placed or operated under a foreign flag or documentation and will not do or suffer or permit anything to be done which can or might injuriously affect the registration or enrollment of the Vessels under the laws or regulations of the United States. Charterer is and shall remain throughout the period of this Charter a citizen of the United States within the meaning of Section 2 of the Shipping Act, 1916, as amended

15 Owner may, without consent of Charterer, assign, mortgage under the Ship Mortgage Act, 1920, as amended, or otherwise, transfer or convey all or any part of its interest in any one or more of the Vessels or all or any of its rights under this Charter, but Charterer shall be under no obligation to any assignee, mortgagee or transferee of Owner until written notice thereof from Owner

This Charter shall be always subject and subordinate to the Indenture. So long as no Event of Default has occurred and is continuing, Charterer shall be entitled to the possession and use of the Vessels in accordance with the terms of this Charter

Charterer shall have the right to enter into any bareboat or demise subcharter of any Vessel for a term not to exceed five years. Any such subcharter must, by its terms, be always subject and subordinate to the Indenture and this Charter. In all cases Charterer's obligation to pay hire with respect to all the Vessels shall continue as provided by Section 4 hereof

16 All salvage shall be prorated 25% to Owner and 75% to Charterer after deducting Owner's and Charterer's expenses and crew's proportion

17 (a) In the event that title to any Vessel is requisitioned or seized by any governmental authority during the term of this Charter, Charterer's obligation to pay hire with respect to the Vessels shall continue as provided by Section 4 hereof. So long as no Event of Default has occurred and is continuing, Charterer shall be entitled to any award by way of just compensation or otherwise for such requisition or seizure received by Owner from any requisitioning or seizing authority to the extent necessary to reimburse it for the payment of hire above-mentioned until such time as Owner shall replace such Vessel if Owner shall elect so to do, but Owner shall have no further liability to Charterer with respect to any such requisition or seizure of title. Owner undertakes to do all things necessary and appropriate to effectuate the collection of such just compensation from such requisitioning or seizing authority.

(b) In the event that the use of any Vessel is requisitioned or seized by any governmental authority during the term of this Charter, Charterer's obligation to pay hire with respect to the Vessels shall continue as provided in Section 4 hereof. So long as no Event of Default has occurred and is continuing, Charterer shall be entitled to any amounts paid to Owner or to Charterer by such governmental authority on account of such requisition or seizure of use and Owner agrees that in such event such amounts shall be paid to Charterer immediately upon receipt by Owner of any such payment from any governmental authority.

18 It is agreed that Owner may avail itself of the rights created by the provisions of 46 U.S.C. §§ 181 through 186, inclusive, in any and all circumstances whatsoever. Owner shall have a lien upon all cargoes and all subfreights for any amounts due under this Charter to the extent of Charterer's lien thereon, if any.

19 If during the continuance of this Charter, one or more of the following events (herein sometimes called "Events of Default") shall occur:

A Charterer shall fail to pay any installment of charter hire pursuant to Section 4 hereof and such failure shall continue for a period of five days after the last day on which the same shall have been due and payable pursuant to said Section 4.

B Charterer shall fail to observe or perform any covenant, condition or agreement contained in Section 12 or 14 hereof on its part to be performed and such failure shall continue for ten (10) days after written notice thereof from Owner to Charterer specifying the failure and demanding the same be remedied.

C Charterer shall fail to observe or perform any other covenant, condition or agreement contained herein on its part to be performed and such failure shall continue for thirty (30) days after written notice thereof from Owner to Charterer specifying the failure and demanding the same be remedied.

D A decree or order of a court having jurisdiction in the premises shall have been entered adjudging Charterer a bankrupt, or insolvent, or approving a petition seeking reorganization, arrangement, readjustment of its debts or for other relief under any bankruptcy or similar law, Federal or state, or appointing a trustee or receiver of Charterer or of a substantial part of its property, and such decree or order shall have remained in effect undischarged and unstayed for thirty (30) days, or

E. Charterer shall institute proceedings to be adjudicated a voluntary bankrupt, or shall consent to the appointment of a trustee or receiver of Charterer or of a substantial part of its property, or shall file a petition seeking reorganization, arrangement, readjustment of its debts or for other relief under any bankruptcy or similar law, Federal or state, or shall file an answer admitting the material allegations of such a petition, or shall file a petition to take advantage of any debtor's act, or shall make an assignment for the benefit of creditors, or be unable, or admit in writing its inability, to pay its debts as they mature, or shall take any corporate action in furtherance of any of the aforesaid purposes;

then, in any such case, Owner, at its option, may

(a) proceed by appropriate court action or actions, either at law, in equity or in admiralty, to enforce performance by Charterer of the applicable covenants of this Charter or to recover damages for the breach thereof, or

(b) by notice in writing to Charterer terminate this Charter, whereupon all rights of Charterer to or in the use of the Vessels shall absolutely cease and determine, but Charterer shall remain liable as

hereinafter provided; and thereupon Owner may by its agents retake the Vessels wherever found, whether under way or in any port, harbor or other place, without prior demand and without legal process, and for that purpose may enter upon any dock, pier or other premises where the Vessels may be and take possession of any one or more of the Vessels and thenceforth hold, possess and enjoy the same free from any right of Charterer, or its successors or assigns, to use the Vessels for any purposes whatsoever, but Owner shall, notwithstanding such retaking of the Vessels, have a right to recover from Charterer any and all amounts which under the terms of this Charter may be then due or which may have accrued to the date of such termination and also to recover forthwith from Charterer (i) as damages for loss of the bargain, and not as a penalty, a sum, with respect to each Vessel subject to this Charter immediately prior to the termination hereof, which represents the excess, if any, of the then present worth, at the time of such termination, of the aggregate charter hire for such Vessel which would otherwise have accrued hereunder from the date of such termination to the end of the period of this Charter, over the then present worth of the fair charter hire value of such Vessel for such period of time, such present worth to be computed in each case on the basis of a 4% per annum discount, compounded monthly from the respective dates upon which charter hire would have been payable hereunder had this Charter not been terminated, and (ii) any damages in addition thereto which Owner shall have sustained by reason of the breach of any covenant or covenants of this Charter other than for the payment of charter hire

The remedies in this Charter provided in favor of Owner shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies in its favor existing at law or in equity or in admiralty Charterer hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify any of the remedies herein provided, to the extent that such waiver is permitted by law.

20 Within ninety (90) days prior to the redelivery of any Vessel upon the termination of this Charter, each Vessel shall be dry-docked and a joint survey shall be made by Charterer and Owner to determine the condition and fitness of said Vessel and her machinery and equipment. The cost of such dry-docking and survey shall be paid by Charterer. All repairs required as shown by such survey to be necessary to restore the Vessel to the condition of seaworthiness as when delivered hereunder, except for ordinary wear and tear, and all repairs of damage occurring after such survey shall be made by Charterer at Charterer's expense and on Charterer's time prior to redelivery. If the Vessel shall sustain damage below the water line after such survey, the Charterer shall, if requested by the Owner, re-drydock the Vessel for a joint survey of such damage, the Charterer to pay the cost of such re-drydocking and survey.

21 Upon the expiration of the period for the charter of each Vessel hereunder, Charterer shall forthwith redeliver possession of such Vessel to Owner at a terminal mutually agreed upon between the parties at the time of redelivery.

22 This Charter shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts. Any dispute in respect of this Charter or the performance hereof shall be referred to three arbitrators at Cincinnati, Ohio, one to be appointed by Owner, one by Charterer and the third by the two so chosen. If the two arbitrators appointed by the parties fail to agree on the third within twenty (20) days after the designation of the first arbitrator, the third shall be chosen as follows: The party initiating the arbitration shall request the American Arbitration Association to prepare a list of five admiralty lawyers qualified and available to act as arbitrator, and a copy of such list shall be submitted to each party. Within seven days after receipt of such list each party shall have the right to strike two names therefrom and return the list to the Association. Failure to return the list within eight days after its receipt shall be deemed to be an acceptance of the entire list. The Association shall choose the third arbitrator from the names not stricken from the list by the parties. A written statement of the issues to be arbitrated shall be signed by the parties and submitted to the arbitrators before any evidence is offered or, if the parties fail to agree upon such statement, the arbitrators shall, after discussion with the parties, define in writing the issues in controversy before hearing evidence on the merits. Unless otherwise agreed by the parties, any such arbitration shall take place in Cincinnati, Ohio under the Rules of the American Arbitration Association then in effect. The arbitrators shall not have power to add to or subtract from or otherwise change the provisions of this Charter. They, or any two of them actually participating in the arbitration proceedings, shall render their award in writing, sending

a signed copy to each party. Such award shall be final, and may if necessary be made a rule of court, and a judgment, decree or order may be entered thereon in any court of competent jurisdiction.

23 Any notice required or permitted to be given by either party to the other party shall be deemed to have been given when deposited in the United States of America mails, registered or certified, postage prepaid, addressed as follows:

If to Owner.	Midland Enterprises Inc 1400 "580" Building Cincinnati, Ohio 45202
Copy to	Eastern Gas and Fuel Associates 9 Riverside Road Weston, Massachusetts 02193
If to Charterer	The Ohio River Company 1400 "580" Building Cincinnati, Ohio 45202

or addressed to either party at such other address or addresses as such party shall hereafter furnish to the other party in writing

24 This Charter shall be executed in three counterparts for the parties and each such counterpart shall for all purposes be deemed to be an original. Two of said counterparts shall be endorsed "This is one of Owner's two original copies" and shall be delivered to the Owner, and the remaining one counterpart shall be endorsed "This is Charterer's original copy" and shall be delivered to Charterer. Two additional counterparts shall be executed and filed with the Interstate Commerce Commission. Under no circumstances shall there be executed, at any time, any copies hereof in addition to such five counterparts.

IN WITNESS WHEREOF, the parties hereto have caused this Charter to be duly executed as of the day and year first above written.

Attest

By

Secretary

Attest

By

Secretary

MIDLAND ENTERPRISES INC., Owner

By

THE OHIO RIVER COMPANY, Charterer

By

CERTAIN MONEYS DUE AND TO BECOME DUE UNDER THIS CHARTER AGREEMENT HAVE BEEN ASSIGNED TO SHAWMUT BANK, N.A., AS TRUSTEE UNDER AN INDENTURE OF FIRST PREFERRED SHIP MORTGAGE DATED AS OF APRIL 1, 1988.

STATE OF OHIO }
COUNTY OF HAMILTON } ss

On this 5th day of April, 1988, before me personally appeared R.L. Dettling, to me personally known, who being by me duly sworn, says that he is the Vice Pres, Finance of MIDLAND ENTERPRISES INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public
My Commission Expires

WILLIAM PAUL MORELLI, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 R. C.

STATE OF OHIO }
COUNTY OF HAMILTON } ss.

On this 5th day of April, 1988, before me personally appeared R.L. Dettling, to me personally known, who being by me duly sworn, says that he is the Vice Pres, Finance of THE OHIO RIVER COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public
My Commission Expires

WILLIAM PAUL MORELLI, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration
date. Section 147.03 R. C.

EXHIBIT A
VESSELS SUBJECT TO THIS CHARTER

Dry Cargo Barges (without covers)

OR 3573	OR 3633	OR 3673	OR 3713	OR 8617	OR 8669	OR 8737	OR 8836
OR 3574	OR 3634	OR 3674	OR 3714	OR 8618	OR 8670	OR 8738	OR 8837
OR 3575	OR 3635	OR 3675	OR 3715	OR 8619	OR 8671	OR 8739	OR 8838
OR 3576	OR 3636	OR 3676	OR 3716	OR 8620	OR 8672	OR 8740	OR 8839
OR 3577	OR 3637	OR 3677	OR 3717	OR 8621	OR 8701	OR 8741	OR 8840
OR 3578	OR 3638	OR 3678	OR 3718	OR 8622	OR 8702	OR 8801	OR 8841
OR 3579	OR 3639	OR 3679	OR 3719	OR 8623	OR 8703	OR 8802	OR 8842
OR 3580	OR 3640	OR 3680	OR 3720	OR 8624	OR 8704	OR 8803	OR 8843
OR 3601	OR 3641	OR 3681	OR 3721	OR 8625	OR 8705	OR 8804	OR 8844
OR 3602	OR 3642	OR 3682	OR 3722	OR 8626	OR 8706	OR 8805	OR 8845
OR 3603	OR 3643	OR 3683	OR 3723	OR 8627	OR 8707	OR 8806	OR 8846
OR 3604	OR 3644	OR 3684	OR 3724	OR 8628	OR 8708	OR 8807	OR 8847
OR 3605	OR 3645	OR 3685	OR 3725	OR 8629	OR 8709	OR 8808	OR 8848
OR 3606	OR 3646	OR 3686	OR 3771	OR 8630	OR 8710	OR 8809	OR 8849
OR 3607	OR 3647	OR 3687	OR 3772	OR 8631	OR 8711	OR 8810	OR 8850
OR 3608	OR 3648	OR 3688	OR 3773	OR 8632	OR 8712	OR 8811	OR 8851
OR 3609	OR 3649	OR 3689	OR 3774	OR 8633	OR 8713	OR 8812	OR 8852
OR 3610	OR 3650	OR 3690	OR 3775	OR 8634	OR 8714	OR 8813	OR 8853
OR 3611	OR 3651	OR 3691	OR 3776	OR 8635	OR 8715	OR 8814	OR 8854
OR 3612	OR 3652	OR 3692	OR 3777	OR 8636	OR 8716	OR 8815	OT 4108
OR 3613	OR 3653	OR 3693	OR 8595	OR 8637	OR 8717	OR 8816	OT 4118
OR 3614	OR 3654	OR 3694	OR 8596	OR 8640	OR 8718	OR 8817	OT 4128
OR 3615	OR 3655	OR 3695	OR 8597	OR 8651	OR 8719	OR 8818	OT 4138
OR 3616	OR 3656	OR 3696	OR 8598	OR 8652	OR 8720	OR 8819	OT 4148
OR 3617	OR 3657	OR 3697	OR 8601	OR 8653	OR 8721	OR 8820	OT 4168
OR 3618	OR 3658	OR 3698	OR 8602	OR 8654	OR 8722	OR 8821	OT 4178
OR 3619	OR 3659	OR 3699	OR 8603	OR 8655	OR 8723	OR 8822	OT 4188
OR 3620	OR 3660	OR 3700	OR 8604	OR 8656	OR 8724	OR 8823	T130018
OR 3621	OR 3661	OR 3701	OR 8605	OR 8657	OR 8725	OR 8824	T130208
OR 3622	OR 3662	OR 3702	OR 8606	OR 8658	OR 8726	OR 8825	
OR 3623	OR 3663	OR 3703	OR 8607	OR 8659	OR 8727	OR 8826	
OR 3624	OR 3664	OR 3704	OR 8608	OR 8660	OR 8728	OR 8827	
OR 3625	OR 3665	OR 3705	OR 8609	OR 8661	OR 8729	OR 8828	
OR 3626	OR 3666	OR 3706	OR 8610	OR 8662	OR 8730	OR 8829	
OR 3627	OR 3667	OR 3707	OR 8611	OR 8663	OR 8731	OR 8830	
OR 3628	OR 3668	OR 3708	OR 8612	OR 8664	OR 8732	OR 8831	
OR 3629	OR 3669	OR 3709	OR 8613	OR 8665	OR 8733	OR 8832	
OR 3630	OR 3670	OR 3710	OR 8614	OR 8666	OR 8734	OR 8833	
OR 3631	OR 3671	OR 3711	OR 8615	OR 8667	OR 8735	OR 8834	
OR 3632	OR 3672	OR 3712	OR 8616	OR 8668	OR 8736	OR 8835	

Towboats - River

TOM TALBERT
HERMAN POTT

EXHIBIT B

DELIVERY CERTIFICATE

PURSUANT TO CHARTER AGREEMENT,

DATED AS OF APRIL 1, 1988 BETWEEN

MIDLAND ENTERPRISES INC , OWNER

AND

THE OHIO RIVER COMPANY, CHARTERER

The undersigned, Charterer under the above-described Charter Agreement, acknowledges delivery of the following described vessel(s), on the date hereof, and agrees that the same is/are in its possession subject and pursuant to all of the terms, covenants and conditions of said agreement, to wit:

THE OHIO RIVER COMPANY

By _____

Dated